

STATEMENT OF WORK
Flight Line Utility Vehicle Maintenance at
Marine Corps Air Station (MCAS) Beaufort SC
Marine Corps Air Station (MCAS) Cherry Point NC
Marine Corps Air Station (MCAS) New River NC

1.0 Introduction. The Marine Corps has a requirement for full-time, on-site technical support services for Intermediate-level (I-level) maintenance on Flight Line Utility Vehicles at Second Marine Aircraft Wing (2D MAW) locations at MCAS Beaufort SC, MCAS Cherry Point NC, and MCAS New River NC. The period of performance is 1 December 2011 thru 30 November 2012 plus two (2) one-year option periods.

2.0 Background. This task supports 33 vehicles at MCAS Beaufort SC, 46 vehicles at MCAS Cherry Point NC, and 62 vehicles at MCAS New River NC. Previous acquisition history has resulted in the full time equivalent support of five (5) Ground Support Equipment Mechanics, distributed as follows:

- Two (2) Mechanics at Marine Aviation Logistics Squadron 14 (MALS-14) Cherry Point NC
- Two (2) Mechanics at Marine Aviation Logistics Squadron 29 (MALS-29) New River NC
- One (1) Mechanic at Marine Aviation Logistics Squadron 31 (MALS-31) Beaufort SC

2.1 This contract augments I-level maintenance at MALS-14, MALS-29, and MALS-31 by performing labor and services for scheduled and unscheduled inspections/maintenance on 141 Flight Line Utility Vehicles IAW the manufacturers' service manuals.

2.2 These Flight Line Utility Vehicles provide the critical lifeline between MALS warehouse(s) and their customer squadrons dispersed throughout the flight line; they are used on a continuous basis to deliver parts to the squadrons and return Not-Ready-For-Issue (NRFI) retrograde assets back to the MALS. Per the COMNAVAIRFOR 4790.2A CH-2, commonly referred to as the Naval Aviation Maintenance Manual (NAMP), Issue Priority Group (IPG) I requisitions shall be delivered to the squadron within 1 hour of requisition; likewise, IPG II requisitions shall be delivered within 2 hours. Any delivery of a repairable to the squadron must return to the MALS with its associated NRFI retrograde. Also, any requisition for a repairable that is Not Carried (NC) or Not In Stock (NIS) at the local MALS cannot be referred off-station until the NRFI retrograde has been delivered from the squadron back to the MALS. Thus, these Flight Line Utility Vehicles have a significant positive impact on aircraft, squadron, and Marine Aircraft Group (MAG) readiness. Without a fleet of readily available utility vehicles, we would instead suffer long delays in parts delivery & pickup and witness a degradation in readiness.

2.3 All Flight Line Utility Vehicles are commercial assets for which the Marines receive no formal training. The vehicle inventory across all 3 sites currently includes the following makes: Cushman, KIA, Mag International, Mitsubishi, Tiger Truck, and Vantage. All current vehicles have gasoline powered internal combustion engines. The makes and models may vary as aging vehicles are phased out and/or new vehicles are purchased.

3.0 Scope. Contractor shall accomplish scheduled and unscheduled I-level maintenance on 2D MAW Flight Line Utility Vehicles and equipment identified herein. Contractor shall provide direct and indirect maintenance, logistic support, and back-shop support services within the guidelines of this contract. Minor/plant account inventory and control (where specified in performance standards) will be performed by the host MALS. The contractor shall augment MALS-14, MALS-29, and MALS-31 by performing labor and services for scheduled and unscheduled I-level maintenance on 2D MAW Flight Line Utility Vehicles. The contractor will perform this work at MCAS Cherry Point NC, MCAS New River NC, and MCAS Beaufort SC respectively. The work at MCAS Cherry Point will also include routine maintenance of the demineralization plant at MALS-14 (Applied Water Engineering model SPG-2-3H reverse osmosis water purification system).

4.0 Contractor Knowledge, Skills, and Aptitude. The contractor personnel shall possess the following skills and knowledge:

- Current hands-on experience with commercial small utility vehicle maintenance

- Working knowledge of Navy-Marine Corps Intranet (NMCI) operating systems
- Working knowledge of Navy Information Systems Security Programs

5.0 Key Documents. The following Applicable Documents Standards will be made available to the contractor by the Government during the performance of their tasks:

- Applicable Original Equipment Manufacturer (OEM) Manuals
- MIL-STD-980 Foreign Object Damage (FOD) Prevention in Aerospace Products
- OPNAVINST 3750.6 Naval Aviation Safety Manual
- OPNAVINST 4110.2 Navy Hazardous Material Control & Management Program
- OPNAVINST 5100.8 Navy Safety and Occupational Health Program
- OPNAVINST 5100.23 Navy Occupational Safety and Health (NAVOSH) Program
- OPNAVINST 5510.1 DoN Information and Personnel Security Program Regulation
- OPNAVINST 5530.14 DoN Physical Security and Loss Prevention
- OPNAVINST 10200.1 Policy Governing Tool Control Procedures
- NAVAIRINST 3710.1 Contractor's Flight and Ground Operations
- Various Local MCAS Instructions and Notices

6.0 Requirements.

6.1 MALS-14 / MALS-29 / MALS-31 Tasks

6.1.1 The contractor shall perform quarterly vehicle inspections and conduct scheduled maintenance in accordance with manufacturers' service manuals. Though the makes & models vary, all share at minimum a quarterly inspection with some inspections occurring annually, semi-annually, or every third quarter.

6.1.2 The contractor shall inspect, troubleshoot, and conduct general unscheduled repairs, to include but not limited to tire and battery replacement, in order to ensure an adequate fleet of Flight Line Utility Vehicles.

6.1.3 The contractor shall research replacement parts requirements and route parts requests to MALS Supply Response Division (SRD) to order.

6.2 MALS-14 Task

6.2.1 The Contractor shall maintain the MALS-14 (MCAS Cherry Point) demineralization plant and conduct daily preventative maintenance of approximately 10 minutes on the demineralization water plant. Specific requirements include checking water purity with a meter, checking the salt levels and replenishing as necessary, and filling out the log book with results of water quality test and salt usage. The contractor shall change filters annually or when water quality degrades, a task which normally takes 2 man-hours.

6.3 Contractor Responsibilities. Contractor personnel are employees of the contractor and under his/her administrative control and supervision. The contractor shall select, supervise, and exercise control and direction over his employees. The contractor or his/her employees shall not supervise, direct, or control the activities of Marine Corps, Navy, or U.S. government personnel or the employees during performance of this contract. The contractor is accountable to the government for the activities of his/her personnel.

6.4 Access to Government Furnished Equipment (GFE). The contractor will have access to and utilize all facilities, specialized equipment, hand tools, and other support equipment required to perform the tasks.

6.5 Shop Procedures. The contractor shall adhere to all MALS procedures and work place safety rules and regulations. The government will procure all supplies and tools necessary to complete maintenance actions. The contractor will be required to route parts requirements to the MALS SRD to initiate procurement. Shop tool control procedures shall be established and enforced.

7.0 Period and location of performance. The period of performance will be from 01 Dec 2011 through 30 Nov 2012. The location of performance is MALS-14 (MCAS Cherry Point NC), MALS-29 (MCAS New River NC), and MALS-31 (MCAS Beaufort SC).

Base Period	01 Dec 2011 thru 30 Nov 2012
Option Period 1	01 Dec 2012 thru 30 Nov 2013
Option Period 2	01 Dec 2013 thru 30 Nov 2014

8.0 Contracting Officer's Representative. The government will evaluate the contractor's performance each time service is performed by appointed personnel, known as Contracting Officer Representatives (COR), to monitor performance to ensure services are received and performed in a satisfactory manner. The COR will evaluate the contractor's performance in accordance with the Statement of Work (SOW) to ensure acceptable quality levels (AQL) of the performance standard are met.

9.0 Security Classification/Clearance Requirements. All utility vehicle mechanics shall possess at minimum a favorable Nation Agency Check with Inquiries (NACI) or a DoD-determined equivalent investigation.

10.0 Nonpersonal Services Statement. The Government will not control, direct, or supervise contractor employees during the performance of this contract. Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. The tasks, duties, and responsibilities set forth in the contract may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

11.0 Organizational Conflicts of Interest. The Contractor acknowledges that it is familiar with FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, and agrees to avoid, neutralize, or mitigate such conflicts of interest in accordance with the principles set forth in the FAR.

If performance of any SOW requires the contractor (to include subcontractors) to supply technical support related to systems or projects with which the contractor is already directly concerned, either by prime or subcontract, the contractor shall so immediately inform the Contracting Officer. The SOW may be withdrawn if a conflict is found. The Contractor shall not undertake performance of any SOW that requires it to supply technical support regarding such systems until the notice is given, and written consent to proceed is issued by the Contracting Officer.

12.0 Observed Federal Holidays. The Federal holiday observed by the base during this contract's period of performance is Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Birthday of Martin Luther King, Jr., President's Day, Memorial Day, and Independence Day. The contractor shall not be paid for any observed Federal holiday.

13.0 Time/Work Schedules. The regular schedule is 40 hours a week and will coincide with the operational requirements and shift structure of host MALS. Flight Line Utility Vehicle maintenance will normally be 1 day shift, normally 0700-1600 Monday-Friday.

13.1 Down/Weather Days. This geographic area experiences inclement weather which on occasion necessitates a closure of the base. On such occasions, closures will be announced via local radio, television, and internet. Also, there may be days immediately preceding or following a federal holiday when the flight line is shut down due to a 2D MAW approved 4-day weekend (i.e. a "96"). The work hours lost due to weather days or a 4-day weekend are not expected to be rescheduled.

13.2 Surge/Emergency Operations. The contractor shall as necessary provide response within 4 hours for after-hours, weekends, and holidays for surge/emergency operations. This work shall be continuous 24 hours a day, 7 days a week until completed. All surge/emergency work done outside the predetermined standard work week will be considered Over and Above (O&A), and will be paid at the established O&A rates.

13.3 Overtime. Overtime is expected to be minimal and will be authorized by the COR in support of pre-planned evolutions.

QUALITY ASSURANCE SURVEILLANCE PLAN

Flight Line Utility Vehicle Maintenance at
Marine Corps Air Station (MCAS) Beaufort SC
Marine Corps Air Station (MCAS) Cherry Point NC
Marine Corps Air Station (MCAS) New River NC

1. **Purpose.** This Quality Assurance Surveillance Plan (QASP) has been developed to provide the standard of surveillance for monitoring the Intermediate-level (I-level) maintenance on Flight Line Utility Vehicles at Second Marine Aircraft Wing (2D MAW) locations at MCAS Beaufort SC, MCAS Cherry Point NC, and MCAS New River NC. The Contracting Officer (KO) will appoint a Contracting Officer's Representative (COR); the COR will use this QASP to ensure the standards of the contract are being met. Normally, the COR will be the 2D MAW Aviation Logistics Division (ALD) Contract Manager.

2. **Performance Standards.** The QASP provides a systematic method to evaluate the services the Contractor is required to furnish. The COR will assess the Contractor's performance to ensure the Contractor is performing up to the specified standards.

3. **Management and Oversight.** The QASP is based on the premise that the Contractor and not the Government, is responsible for the management and any Quality Control action required to meet the terms of the contract. The performance requirements recognize that the Contractor is not a perfect manager and that unforeseen requirements and uncontrollable problems do occur. Good management and use of an adequate Quality Control Plan will allow the Contractor to operate within specific performance requirements. QASPs are designed to be objective, fair, and consistent in evaluating Contractor performance against the provided standards.

The contractor's Quality Control Plan shall be submitted for government review and approval no later than 30 calendar days after contract award.

4. **Acceptable Quality Levels (AQLs).** AQLs have been established in the SOW and provide performance standards that the Contractor will meet in performing the contract. In the event the Contractor does not meet the established requirements in the SOW, the KO has the right to exercise the negative incentives stated in this QASP.

5. **Primary Method of Surveillance/Evaluation.** The COR will perform evaluation based on using one of the various methods outlined in the SOW included in this QASP. The following methods may be incorporated into the SOW to monitor contract performance:

A. **100% inspection:** Inspection where specific characteristics of every performance unit are examined and tested to determine conformance with requirements.

B. **Random inspection:** Sampling method in which each unit of the population has an equal chance of being selection.

C. **Customer Feedback:** A review method where customers and end users are surveyed to provide input on specific service levels.

6. **Negative Incentives.** If any of the performance requirements do not meet the requirements set in the SOW, the COR shall document the discrepancy(s) and shall notify the Contractor promptly, and the KO, on a monthly basis for appropriate action. When the performance is below the SOW standard, the Government may implement a negative incentive that will include one or any combination of the following: increased surveillance and/or Contractor reporting; documentation in the Contractor's Performance Assessment Reporting System (CPARS); or not exercising follow-on option years.

7. Notification. The COR will notify the KO, in writing, of unacceptable quality levels. The COR will promptly provide written notification of discrepancies on a monthly basis, or immediately if the situation significantly affects the well-being of the project. The Contractor will be given the opportunity to respond, in writing, to each discrepancy.

8. Response. The Contractor shall provide a written response to the cause and the corrective action to prevent recurrence within 45 working days after receipt of Contracting Officer's notification. The Contractor should cite specific quality assurance program procedures or new procedures instituted to prevent recurrence.

9. Records. The COR will maintain contract surveillance files as directed by the KO. Surveillance files will include, as a minimum, the following documentation for this contract:

- A. COR designation and appointment letters.
- B. A copy of the contract and all contract modifications.
- C. QASP, Quality Control Plan, and any other monitoring tools, checklists, etc.
- D. All correspondence including Contracting Officer notifications and the Contractor's responses.
- E. Contractor activity reports.
- F. Evidence of cost/price monitoring: copies of certified invoices tracked against each contract line item.
- G. Surveillance reports and summarized surveillance logs prepared by the COR.
- H. Copies of deficiency reports that may be submitted in support of unacceptable performance identified during the performance period by the COR, or when there is a significant change in the assessment in one or more evaluation areas.
- I. Annual in-progress reviews conducted and entered into CPARS.

10. Ratings. The following criteria will be used for performance evaluations: Exceptional, Satisfactory, Marginal, or Unsatisfactory. Upward or downward arrows may be used to indicate an improving or worsening trend insufficient to change to the assessment status.

A. Exceptional. Indicates performance clearly exceeds contractual requirements. The area of evaluation may contain a few minor problems for which corrective action appears highly effective.

B. Satisfactory. Indicates performance clearly meets contractual requirements. The area of evaluation contains some minor problems for which the corrective actions appear satisfactory.

C. Marginal. Indicates performance meets contractual requirements. The area of evaluation contains one or more serious problems for which corrective actions have not yet been identified, appear only marginally effective, or have not been fully implemented.

D. Unsatisfactory. Indicates the contractor is in danger of not being able to satisfy contractual requirements and recovery is not likely in a timely manner. The area of evaluation contains one or more serious problems for which the corrective actions appear ineffective.

11. Documentation. Documentation used and referenced to perform surveillance will consist of monthly reports, contractor plans and procedures, schedules, customer feedback, and contract data requirements.

A. Recording Observations. Use Surveillance Logs to record information on scheduled observations and deficiencies noted. Each observation is recorded on the log. The documents then become a formal record for reference. The contractor is to be told each time that a deficiency is found during scheduled observations. The COR makes a notation on the Surveillance Log of the date and time the deficiency was discovered, then, the COR asks a contractor task leader to initial the notation, documenting notification of the deficiency only.

B. Potential Unacceptable Performance. The COR must identify the specific service that is unacceptable and the possible causes, and ask a number of questions which if answered, will probably pinpoint the source of the problem.

C. Documenting Unacceptable Performance. The COR must attempt to resolve the problem with the contractor. The original log and the attempted solution (along with an evaluation of results) are forwarded to the Contracting Officer through the COR.

Based on the severity of the discrepancy and the success of the solution, the COR will notify the KO. The contractor shall complete a response to the unacceptable evaluation if requested by the KO or by its own choice.

12. Taking Action.

A. The COR may evaluate the contractor's performance and document any non-compliance, but only the KO may take action against the contractor for an unacceptable rating.

B. When the contractor's performance is unacceptable and a formal action is indicated, the COR will determine what action is appropriate for the specific circumstances and make a recommendation to the KO.

13. Documentation. The COR retains a copy of all inspection schedules and surveillance activity logs during the course of the contract, and forwards them for inclusion in the contract file at the end of the surveillance period. However, when a specific service becomes unsatisfactory during a surveillance period, the inspection documentation supporting the contract discrepancy report is forwarded to the KO.

Applicable Clauses and Provisions:

52.204-7	Central Contractor Registration	APR 2008
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4 52.212-4 52.232-18	Printed or Copied Double-Sided on Recycled Paper Contract Terms and Conditions-Commercial items Availability of Funds	AUG 2000
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.242-13	Bankruptcy	JUL 1995
52.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.222-99, Notification of Employee Rights under the National Labor Act (Deviation 2010-00013), in all solicitations issued after the date of this deviation and in resultant contracts, except for acquisitions-

(1) Under the simplified acquisition threshold. For indefinite quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold;

(2) For work performed exclusively outside of the United States;
Or

(3) Covered (in their entirety) by an exemption granted by the Secretary.

This clause is applicable to the acquisition of commercial items, including commercially available off-the-shelf items.

A contracting agency may modify this clause if necessary to reflect an exemption granted by the Secretary of Labor.

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52.222-99 Notification of Employee Rights under the National Labor Relations Act.

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATION LABOR
RELATIONS ACT (DEVIATION 2010-O0013) (JUNE 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and condition of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b) (3) of this section, must read, "Important Notice about Employee Rights to Organized and Bargain Collectively with Their Employers."

(b) This is required notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency, if requested;

(3) Download from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/EO13496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E. O. 13496 or as otherwise provided by law.

(f) Subcontractors. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interest of the United States.

(End of Clause)

WAGE RATE DETERMINATION

(a) Offerors are advised that this procurement is subject to the requirements of the Service Contract Act of 1965, as amended.

(b) The Contractor agrees to furnish the Contracting Officer a copy of any collective bargaining agreement applicable to employees performing under this contract.

- (c) Salaries paid to employees must be in compliance with this labor category and wage determination or collective bargaining agreement.
- (d) **Wage Determination No. _2005-2473_Revision No.: 13 dated 06/13/2011 for Beaufort, SC.**

Wage Determination No. _ 2005-2394 _Revision No.: 12 dated 06/13/2011 for New River, NC and Cherry Point, NC

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days before contract expires.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

USMC WIDE AREA WORKFLOW IMPLEMENTATION (MAR 2010)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (MAR 2007)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. For Vendor Registration Assistance and account activation, please contact the DISA Ogden E-Business Help Desk at 1-866-618-5988 option 2. Step by

step procedures to register are available at the <https://wawf.eb.mil> site. Training for this application is available at <http://www.wawftraining.com>.

Notice to Vendors: Delivery of supplies to any address other than the delivery address specified in the contract is not authorized without a contract modification signed by the Contracting Officer. Failure to deliver to the address in the contract will result in rejection of invoices and will cause delay in payment.

Contract Administrator for this Contract is: Harold Kostem,

Telephone 910-451-1769

The contractor is directed to use the Combo or 2-in-1 format when processing invoices and receiving reports.

When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

Contract Number	
Delivery Order	
Cage Code/Ext	
Pay DoDAAC	
Issue Date	
Issue By DoDAAC	
Admin By DoDAAC	
Ship To Code/Ext	(Insert WAWF Acceptor DoDAAC) (M31000 if TMO)
Ship From Code/Ext	
LPO DoDAAC	"Leave Blank"
Acceptor Email Address	
Inspect By DoDAAC/Ext	"Leave Blank"

In some situations the WAWF-RA system will pre-populate the "Issue By DoDAAC", "Admin By DoDAAC" and "Pay DoDAAC". Contractor shall verify those DoDAACs automatically entered by the WAWF-RA system match the above information. If these DoDAACs do not match, then the contractor shall correct the field(s) and notify the Contracting Officer of the discrepancy (ies). Step by step WAWF-RA invoicing procedures for "Combo," "2-in-1," and "Cost Voucher" are available at the USMC paperless site at <http://www.marcorsyscom.usmc.mil/sites/pa/> under "Vendor Interface" section. On the

Vendor Interface page click on “WAWF-RA” header at the top of the page. Under downloads on the WAWF-RA page that appears, click the appropriate document either “Combo,” “2-in-1,” or “Cost Voucher” to download the instructions.

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the acceptor’s/receiver’s email address (Note this address is their work email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or Contract Administrator identified in the contract to whom questions are to be addressed.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

__X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

 (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

 (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

 (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (9) [Reserved].

 X (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (iii) Alternate II (MAR 2004) of 52.219-6.

 (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-7.

 (iii) Alternate II (MAR 2004) of 52.219-7.

 X (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

 (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (OCT 2001) of 52.219-9

 (iii) Alternate II (OCT 2001) of 52.219-9.

 (iv) Alternate III (JUL 2010) of 52.219-9.

 X (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

 X (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

 (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

X (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (21) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

___ (22) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

X (23) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (24) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

X (25) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (26) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (27) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

X (28) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

X (29) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (31) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (32) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (33) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

 (34)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

 (ii) Alternate I (DEC 2007) of 52.223-16. .

 (35) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

 X (36) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

 X (37)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

 (ii) Alternate I (JAN 2004) of 52.225-3.

 (iii) Alternate II (JAN 2004) of 52.225-3.

 (38) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 X (39) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 (42) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

 (43) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (44) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

 (45) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

 (46) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

 X (47) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

 (48)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

 (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2011)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☐ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ☒ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ☐ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(5)(i) ☒ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) ☐ Alternate I (DEC 2010) of 252.225-7001.

(6) ☐ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ☐ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(8) ☒ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) (i) ☐ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

- (ii) ___ Alternate I (SEP 2008)
- (iii) ___ Alternate II (DEC 2010) of 252.225-7021.
- (12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUL 2009) of 252.225-7036.
- (iii) ___ Alternate II (DEC 2010) of 252.225-7036.
- (iv) ___ Alternate III (DEC 2010) of 252.225-7036.
- (15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) __X__ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).
- (18) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) __X__ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (22) __X__ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (23) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (24) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (25)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(26) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)